FILED

AUG 19 2004

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY ________ DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

A04CA534 LY

TWISTER CAIN, DICKIE GARRISON, DENNIS MOTES AND JIM BOOTH, *Plaintiffs*	]	CIVIL ACTION NO. __________
v.	]	COLLECTIVE ACTION
TEXIA PRODUCTIONS, INC., *Defendant*	]	JURY TRIAL DEMANDED

ORIGINAL COLLECTIVE ACTION COMPLAINT

I. SUMMARY

1. Texia Productions, Inc. ("Texia") violated the Fair Labor Standards Act ("FLSA") by failing to pay Twister Cain, Dickie Garrison, Dennis Motes, Jim Booth (collectively, "the Wranglers") and other similarly situated plaintiffs (the "Members of the Class") overtime compensation. 29 U.S.C. § 207. In addition, Texia breached written employment contracts by failing to pay the Wranglers and the Members of the Class according to the agreements. Accordingly, the Wranglers bring this collective action to recover unpaid overtime wages owed to them as individuals and to the Members of the Class pursuant to the FLSA and Texas common law.

II. JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction under 29 U.S.C. § 216(b), 28 U.S.C. § 1331, and 28 U.S.C. 1367(a).

3. The Wranglers' and the Members of the Class' claims arise under §§ 7(a)(1) and 16(b) of the FLSA and Texas common law. 29 U.S.C. §§ 207(a)(1) and 216(b). In connection with the acts and course of conduct alleged in this complaint, the Wranglers and the Members of the Class engaged in commerce or in the production of goods for commerce. Further, during the three (3)-year period preceding the filing of this Complaint (the "relevant time period"), Texia was an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA.

4. Venue is proper in the Western District of Texas because a substantial part of the acts and conduct charged herein occurred in this district.

III. The Parties

5. The Wranglers were employed by Texia in the production of the Walt Disney film, "The Alamo" (the "Film"). The Wranglers were non-exempt employees of Texia within the meaning of the FLSA during the relevant time period for workweeks of forty (40) hours or more. The Wranglers' written consents to this action are attached as Exhibit A. The Wranglers were not paid overtime compensation for hours worked in excess of forty (40) hours in a workweek.

6. The "Members of the Class" are other employees of Texia who were unlawfully denied overtime compensation for hours worked in excess of forty (40) hours in a workweek. These employees worked during approximately the same time period as the Wranglers, worked similar hours, and performed similar job duties. Their consents to this action are attached as Exhibit B.

7. Texia is a California corporation with its principal place of business located in Burbank, California. Texia is an enterprise engaged in commerce and acted, directly or indirectly, in the interest of an employer with respect to the Wranglers and the Members of the Class. Texia

may be served with process by serving its registered agent, Marsha L. Reed, at 500 South Buena Vista Street, Burbank, California 91521 or wherever she may be found.

IV. Factual Background

8. Texia is a movie production company that employed the Wranglers in the production of the Film. The Wranglers' duties included animal care, control and training. The Wranglers also drove wagons, repaired wagons, and trained others to drive wagons. In addition, the Wranglers' duties included horse-riding training for the actors and "outriding," which means to ride near animals used on the movie set for safety purposes.

9. During the relevant time period, the Wranglers regularly worked in excess of forty (40) hours in a given workweek. Texia, however, did not pay the Wranglers one-and-one-half times their regular hourly rates for hours worked in excess of forty (40) in a given workweek as required by the FLSA.

10. In addition, Texia entered into written employment contracts with the Wranglers that assume five (5)-day, sixty (60)-hour workweeks.

11. Texia's employment contracts guarantee overtime compensation at the rate of one-and-one-half times the applicable hourly rate after forty (40) hours or eight (8) hours per day, and two-times the applicable hourly rate after sixty (60) hours or twelve (12) worked hours in a five (5)-day workweek. Texia failed to compensate the Wranglers in accordance with their employment contracts.

V. The Wranglers' Detailed Factual Allegations

A. Background Facts

12. The Wranglers' normal schedules called for them to work over forty (40) hours per week. The Wranglers are hard-working, dedicated workers who worked as wranglers in the Film.

13. The Wranglers were paid a constant daily rate, regardless of the actual number of hours worked. In addition, they were paid a "costume" stipend of $75 per each day they were required to be in costume, $50 per day that Texia used their truck and $50 per day that Texia used their trailer. Texia also paid for usage of the Wranglers' livestock and mileage on their trucks.

B. Texia Failed to Pay Overtime Compensation in Violation of the FLSA

14. The Wranglers were full-time, non-exempt employees of Texia. As non-exempt employees, the Wranglers were entitled to be paid time and one-half their regular rates for all hours worked in excess of forty (40) in a workweek. 29 U.S.C. § 207(a).

15. The Wranglers were not compensated for all hours worked in excess of forty (40) hours at one-and-one-half times their regular rates. As an illustration, for a six (6)-day workweek of 80 hours paid at a rate of $200 per day, a wrangler received $1200 in wages. However, for this same workweek, the FLSA requires $1500 of compensation. Accordingly, Texia's practice of failing to pay the Wranglers overtime compensation was a willful violation of the FLSA.

16. No exemption excused Texia from paying the Wranglers overtime rates for hours worked over forty (40) hours in a workweek. Nor has Texia made a good-faith effort to comply with the FLSA. Rather, Texia knowingly, wilfully, or with reckless disregard carried out its illegal pattern or practice regarding overtime compensation to the Wranglers and the Members of the Class.

C. *Texia Breached Its Employment Contracts By Not Paying At Specified Contract Rates*

17. The Wranglers entered into written employment agreements with Texia that assumed sixty (60)-hour workweeks.

18. The Wranglers' employment agreements with Texia guarantee overtime pay at the rate of one-and-one-half times their hourly rates after forty (40) hours per week or eight (8) hours per day and two (2) times their hourly rates after sixty (60) hours per week, or twelve (12) worked hours in a five (5)-day workweek. A sample employment agreement is attached as Exhibit C.

VI. COLLECTIVE ACTION ALLEGATIONS

19. Other employees have been victimized by this pattern, practice, and policy which is in willful violation of the FLSA and their employment agreements. Many of these employees have worked with the Wranglers and have reported that they were paid the same or a similar set amount each week with no overtime for hours worked in excess of forty (40) hours in a workweek. Thus, from discussions with these employees, the Wranglers are aware that the illegal practices or policies of Texia have been imposed on the Members of the Class.

20. The Members of the Class performed job duties which were similar to those of the Wranglers. Moreover, these non-exempt employees regularly worked more than forty (40) hours per week without receiving overtime compensation. Accordingly, the employees victimized by Texia's unlawful practices are similarly situated to the Wranglers in terms of job duties.

21. Texia's failure to pay overtime compensation at the rates required by the FLSA and the employment agreements result from generally applicable policies or practices and do not depend on the personal circumstances of the Members of the Class. Thus, the Wranglers' experience is typical of the experience of the Members of the Class.

22. The specific job titles or precise job requirements of the various Members of the Class do not prevent collective treatment. All Members of the Class, regardless of their precise job requirements or rates of pay, are entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek. Although the issue of damages may be individual in character, there is no detraction from the common nucleus of liability facts. Accordingly, the class of similarly situated plaintiffs is properly defined as:

> All current and former wranglers (and their equivalents) who were employed by Texia at any time during the three (3)-year period prior to the filing of this action.

VII. Causes of Action

23. All allegations contained in paragraphs 1 through 22 are incorporated by reference

24. Texia's practice of failing to pay the Wranglers and the Members of the Class compensation at one-and-one-half times the appropriate regular rate for hours worked in excess of forty (40) hours was and is in willful violation of the FLSA. 29 U.S.C. § 207(a).

25. Texia's practice of failing to pay the Wranglers and the Members of the Class compensation at one-and-one-half times their hourly rates for hours worked in excess of forty (40) hours per week or eight (8) hours per day was in violation of Texia's employment agreement.

26. Texia's practice of failing to pay the Wranglers and the Members of the Class compensation at two-times their hourly rates for hours worked in excess of sixty (60) hours per week or twelve (12) worked hours in a five (5)-day workweek was in violation of Texia's employment agreement.

27. Accordingly, the Wranglers and all those similarly situated are entitled to all their unpaid wages.

28. Additionally, the Wranglers and the Members of the Class are entitled to an amount equal to all their unpaid overtime wages as liquidated damages, as well as reasonable attorneys' fees and costs of this action. 29 U.S.C. § 216 (b).

VIII. PRAYER

WHEREFORE, the Wranglers request that Defendants be cited to appear and answer and that, upon final disposition, this Court award the Wranglers and the Members of the Class judgment against Defendants for:

A. their unpaid overtime wages for all hours worked in excess of forty (40) hours at the rate of one-half times their appropriate regular rates;

B. their unpaid overtime wages for all hours worked in excess of forty (40) hours or eight (8) hours per day at the rate of one-half times their appropriate hourly rates;

C. their unpaid double-time wages for all hours worked in excess of sixty (60) hours or twelve (12) worked hours in a five (5)-day workweek at the rate of two-times their appropriate hourly rates;

D. an amount equal to all their unpaid wages as liquidated damages;

E. reasonable attorney's fees, costs, and expenses of this action as provided by the FLSA; and

F. such other and further relief as may be required by law.

Respectfully submitted,

BRUCKNER BURCH PLLC

William H. Bruckner
Attorney-in-Charge for Plaintiffs
State Bar No. 03240500
5847 San Felipe, Suite 3900
Houston, Texas 77057
(713) 877-8788 – Telephone
(713) 877-8065 – Facsimile

OF COUNSEL:

Richard J. Burch
Bruckner Burch, PLLC
State Bar No. 24001807

J. Derek Braziel
Edwards & George, L.L.P.
State Bar No. 00793380

NOTICE OF CONSENT

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I understand the plaintiffs are being represented under a Contingency Fee Agreement by the law firm of Bruckner Burch PLLC which applies to all plaintiffs who join this lawsuit, including me. I know that I can obtain a copy of the Contingency Fee Agreement by requesting it from Bruckner Burch PLLC, 5847 San Felipe, Suite 3900, Houston, TX 77057. I understand that under the terms of the Contingency Fee Agreement, Bruckner Burch PLLC is only paid attorney's fees or costs if there is a recovery. I understand that if no recovery is obtained, I will not be held responsible for such attorney's fees or costs.

Twister Ronnie Cain
Full Legal Name (print)

1377 CR 259
Street Address — Apartment #

Gonzales — TX 78629
City — State / Zip

[signature]
Signature

12/06/03
Date

EXHIBIT
A

NOTICE OF CONSENT

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DICKIE ELVIN GARRISON
Full Legal Name (print)

299 Boyd Rd
Street Address Apartment #

Red Rock TX 78662
City State / Zip

[signature]
Signature

12-20-03
Date

NOTICE OF CONSENT

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Dennis Motes

Full Legal Name (print)

388 CR 235

Street Address Apartment #

Hico, Texas 76457

City State / Zip

[signature]

Signature

12-14-03

Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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JIM H. BOOTH
Full Legal Name (print)

5210 BRYAN RD
Street Address Apartment #

RICHMOND TX 77469
City State / Zip

Jim H. Booth
Signature

10 DECEMBER 2003
Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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Don Robin Baldwin

Full Legal Name (print)

480 N Slate

Street Address Apartment #

Vail Az 85641

City State / Zip

[signature]

Signature

12-12-03

Date

EXHIBIT

B

Blumberg No. 5118

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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ROBERT LISKOW BLANDFORD JR.

Full Legal Name (print)

P.O. Box 136

Street Address Apartment #

SUTHERLAND SPRINGS TX 78161

City State / Zip

Robert Blandford

Signature

1-24-04

Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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William Paul Brown
Full Legal Name (print)

145 South Glen Oaks Blvd #165
Street Address Apartment #

Burbank California 91502
City State / Zip

William P. Brown
Signature

December 7, 2003
Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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Wendell Craig Carter
Full Legal Name (print)

P. O. Box 94
Street Address Apartment #

Marathon Texas 79842
City State / Zip

Craig Carter
Signature

12-15-03
Date

NOTICE OF CONSENT

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Cletus Evan Cotton
Full Legal Name (print)

11990 S Sierrita Mt Rd
Street Address Apartment #

Tucson AZ 85736
City State / Zip

[signature]
Signature

Dec 19 - 03
Date

NOTICE OF CONSENT

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Fred Houston Davis
Full Legal Name (print)

4156 Davis Ranch Rd P.O. Box 62
Street Address Apartment #

Tombstone Az 85638
City State / Zip

Fred H Davis
Signature

Dec 10, 2003
Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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Loyd Gilbert Dean III
Full Legal Name (print)

117 Glass Ln.
Street Address Apartment #

Bastrop, TX 78602
City State / Zip

[signature]
Signature

3-15-04
Date

NOTICE OF CONSENT

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Billy L. FRANK
Full Legal Name (print)

205 N. MAIN
Street Address Apartment #

MilFORD TX 76670
City State / Zip

Billy L Frank
Signature

12-10-03
Date

NOTICE OF CONSENT

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James Dowell Garrison

Full Legal Name (print)

P.O. Box 65

Street Address Apartment #

Smithville Tx. 78957

City State / Zip

James Dowell Garrison

Signature

12-19-03

Date

NOTICE OF CONSENT

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Allan Crawford Gorbett
Full Legal Name (print)

1450 Bettis Rd
Street Address Apartment #

Merkel Texas 79536
City State / Zip

Ace Gorbett
Signature

12-16-03
Date

NOTICE OF CONSENT

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George ~~George~~ Cody Haynes
Full Legal Name (print)

new address →

1685 North Hwy 281
Street Address Apartment #

Johnson City Tx 78636
City State / Zip

Cody Haynes
Signature

12/17/03
Date

NOTICE OF CONSENT

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Monty Jeff Healy

Full Legal Name (print)

10800 Whitehouse Rd

Street Address Apartment #

Guthrie OK 73044

City State / Zip

[signature]

Signature

1-14-04

Date

NOTICE OF CONSENT

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Jimmy Lee Hodge
Full Legal Name (print)

PO Box 950
Street Address Apartment #

Johnson city Texas 78636
City State / Zip

[signature]
Signature

12-12-03
Date

NOTICE OF CONSENT

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Donald Robert Humphrey
Full Legal Name (print)

424 W. Johnson Dr.
Street Address Apartment #

Kanab ut 84741
City State / Zip

[signature]
Signature

12-15-03
Date

NOTICE OF CONSENT

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JOE DOUGLAS JIMESON
Full Legal Name (print)

9925 RICHLAND ST.
Street Address Apartment #

FORT WORTH, TEXAS 76116.
City State / Zip

[signature]
Signature

12-6-03
Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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Bryan Keith Johnson
Full Legal Name (print)

4515 Haeckerville Rd
Street Address Apartment #

Cibolo TX 78108
City State / Zip

[signature]
Signature

12/5/03
Date

NOTICE OF CONSENT

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John S. Mattsberger
Full Legal Name (print)

206 Platten Creek Rd.
Street Address Apartment #

Sisterdale Tx 78006
City State / Zip

[signature]
Signature

12-17-03
Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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Brandon Wayne Moore
Full Legal Name (print)

4515 Haeckerville Rd.
Street Address Apartment #

Cibolo Tx. 78108
City State / Zip

[signature]
Signature

12-18-03
Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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MICHAEL BERLIN Pritchard
Full Legal Name (print)

351 CR 3273
Street Address Apartment #

Quitman TEXAS 75783
City State / Zip

Michael Berlin Pritchard
Signature

12-7-03
Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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THOMAS BAILEY SAUNDERS V
Full Legal Name (print)

4414 OLD DENNIS ROAD
Street Address Apartment #

WEATHERFORD, TEXAS 76087
City State / Zip

[signature]
Signature

December 11 2003
Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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MARVIN FRANK SCHROEDER, JR.
Full Legal Name (print)

211 East Orchard Street
Street Address Apartment #

Fredericksburg TX 78624
City State / Zip

[signature]
Signature

12-8-03
Date

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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ARthuR LyNN USSERY
Full Legal Name (print)

1827 RR 1323
Street Address Apartment #

JohNSON City, TEX 78636
City State / Zip

A. L. Ussery
Signature

12/8/03
Date

NOTICE OF CONSENT

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Ricky Don Wilson
Full Legal Name (print)

433 Brock Spur Rd
Street Address Apartment #

Millsap TX 76066
City State / Zip

[signature]
Signature

12/9/03
Date

EMAIL RICKDWILSON 2001 @ YAHOO.COM

NOTICE OF CONSENT

I, the undersigned, hereby give my consent to be a plaintiff in an action to recover any unpaid wages and/or overtime wages owed to me. I designate Jim H. Booth as my agent to make decisions on my behalf concerning this case, including the manner in which the case in conducted, entering into settlement agreements, entering into agreements regarding attorneys' fees and costs, and all other matters related to this lawsuit. I understand these decisions are binding on me.

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HOLLY WOLVERTON
Full Legal Name (print)

424 W. Johnson Dr.
Street Address   Apartment #

Kanab   ut   84741
City   State / Zip

Holly Wolverton
Signature

12-15-03
Date

NOTICE OF CONSENT

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IVAN WAYNE WOLVERTON
Full Legal Name (print)

11990 S SIERRITA MT RD
Street Address Apartment #

TUCSON AZ 85736
City State / Zip

Ivory Red Wolverton
Signature

12-7-03
Date

NOTICE OF CONSENT

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WENDY WOLVERTON
Full Legal Name (print)

P.O. BOX 12052
Street Address Apartment #

MARINA DEL REY, CA 90295
City State / Zip

Wendy Wolverton
Signature

12/06/03
Date

NOTICE OF CONSENT

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Jeff C Wynn
Full Legal Name (print)

421 Smith RD
Street Address Apartment #

Bastrop TX 78602
City State / Zip

[signature]
Signature

12-6-03
Date

NOTICE OF CONSENT

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PAUL JOSEPH ZANARDI
Full Legal Name (print)

835 CR 422
Street Address Apartment #

STEPHENVILLE TX 76401
City State / Zip

Paul J Zanardi
Signature

12-16-03
Date

TEXIA PRODUCTIONS, INC.
Non-Union Deal Memo

PICTURE: "ALAMO" PRODUCTION #: 2T08

EMPLOYEE NAME: Jim H. Booth

SCREEN CREDIT (if granted): ______

ADDRESS: 5210 Bryan Rd

CITY/ZIP: Richmond TX 77469

HOME PHONE: 281 232 5529 WORK: ______

CELL: 713 553 4877 PAGER: 713 762 7423

STUDIO RATE: $ 12.3711 Hourly $ ~~1200~~ Weekly

LOCATION RATE: $ ______ Hourly $ ______ Weekly

6th DAY RATE: $ ______ 7th DAY RATE: $ ______

START DATE: 1-16-03

DEPARTMENT: Wrangler

POSITION: Wrangler / day player

SOCIAL SECURITY #: ______

ACCT #: 4601 10 OCCU. CODE: ______

CAR RENTAL: ____ CAR ALLOWANCE: $ ______ Week / Day

OTHER PROVISIONS: ______

IDLE ON LOCATION $ ______ TRAVEL: $ ______

1. In compliance with Federal and State law, all non-union, non-exempt production staff are hired on a five (5) day sixty (60) hour anticipated (not guaranteed) work Week. Overtime is paid at one and one-half times (1 ½x) the hourly rate after forty (40) or eight (8) hours per day; and two times (2x) the hourly rate after sixty (60) Hours or twelve (12) worked hours in a five (5) day workweek. Sixth (6th) and seventh (7th) days worked in an employee's work week are paid applicable statutory Overtime rates. If a daily Rate is indicated, services are for a minimum period of one day. If a weekly Rate is indicated, services are for a minimum period of one week. All idle and travel only days shall be paid at the specified rate above. There is no other guarantee of the period of services. Non-consecutive weekly rates may be prorated to daily on partial weeks worked.
2. All purchases, rentals or orders made by an Employee must be accompanied by a pre-approved purchase order and/or check request; otherwise the purchase, rental and/or order is unauthorized.
3. Petty Cash expenses not accompanied by original receipts will not be reimbursed.
4. Employee is responsible for all recoverable items purchased or manufactured. These items must be collected and reconciled with accounting during wrap.
5. No sixth (6th) day, seventh (7th) day, or holiday worked will be paid unless authorized IN ADVANCE by the Unit Production Manager. No overtime prior to company call or after wrap will be paid without UPM's PRIOR APPROVAL. No forced calls without UPM'S PRIOR APPROVAL.
6. Time cards must reflect hours worked, not guaranteed. Time cards must be turned in on Fridays (Saturday if worked).
7. No reimbursement of calls made from personal cellular phones without prior approval of UPM.
8. Employee hereby expressly authorizes the company to deduct unsettled hotel incidentals incurred by Employee from the Employee's paycheck.
9. The company will provide transportation to and from distant locations. Employee is not to drive to distant location. Any unauthorized travel to distant location is at Employee's risk, liability and expense.
10. Screen credit is at sole discretion of Texia Productions, Inc.
11. No production tie-ins or product placement are to be made without written permission from Texia Productions, Inc. The results and proceeds of Employee's services on the Picture (1) shall be deemed a work made for hire specifically ordered or commissioned by Texia Productions, Inc who shall exclusively own all rights thereto in perpetuity; (2) will be original to Employee and not copied or based upon any other work; and (3) will not violate or infringe upon the trademark, trade name, copyright or any other rights of third parties.
12. Employee acknowledges that this picture may be the subject of "behind the scenes" photography (e.g. motion picture, still or video device photography) which Photography may be used by Texia Productions, Inc. in connection with the distribution, advertising, publicity, promotion and/or other exploitation of the picture (including without limitation in any merchandising, promotional and/or publishing endeavors) and hereby consents to such photography and to such usage.
13. Employee understands that there is an injury and Illness Prevention Program in place on all Texia Productions, Inc. shows and hereby confirms that he/she has received the Safety Guidelines for Production. Employee must obtain a preliminary training session from his/her supervisor prior to commencement of work on Picture.
14. Mileage is payable at .30 cents per mile and covers all reasonable operating costs of personal vehicle (including damages and loss) incurred by Employee on the job. If an Employee is receiving either a car rental or auto allowance, they will be reimbursed for business related gasoline receipts. If an Employee is receiving an automobile allowance, said compensation will cover all operating cost of said vehicle, including insurance and general maintenance.
15. In accordance with the immigration Reform and Control Act of 1986, any offer of employment contained herein is conditioned upon satisfactory proof of applicant's identity and United States employment eligibility. Applicant must present required documentation within 3 days of acceptance of this offer. Failure to comply will result in termination of employment.
16. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party. Employee's sole and exclusive remedy for Texia Productions, Inc 's breach, termination, or cancellation of this Agreement or any term hereof (including any term pertaining to credit) shall be an action at law for damages and Employee irrevocably waive any right to seek and/or obtain equitable or injunctive relief.
17. This deal memo is effective only upon signature of the Texia Productions, Inc. Production Executive.

Employee Signature: Jim H. Booth

Date: 1-16-03

Unit Production Manager: [signature]

Texia Productions, Inc. Production Executive: OK

Employee acknowledges by initialing the lines below the receipt of the following attached policy documents and agrees to read and abide by them

✓ Code of Conduct ✓ Policies and Procedures ✓ Safety Bulletin

Created December 23, 2002 – Non-Union Deal Memo

EXHIBIT C

Blumberg No. 5118